

**Non-DPS Contractual Agreement
Cover Sheet**

From: Brandie V. Knazze
Brandie.knazze@cityofchicago.org
Deputy Commissioner
Family and Support Services *BK*

To: Tom Dziedzic
tom.dziedzic@cityofchicago.org
Department of Finance

Date: December 21, 2016

**Please create a Blanket Purchase Order in FMPS for the attached Non-DPS Agreement.
The following summary values must be identified to create a Blanket Purchase Order.**

PO Number (if request is a Modification): 34003

Fund Number: 015-0100-0502005-9260

Department Number: 050

Supplier Name: The Board of Education of the City of Chicago

Supplier Number: 1032857

Supplier Site: A

Ship-To: 050 – 2005 Family and Support Services

Bill-To: 050 – 2005 Family and Support Services

Agreed Amount: \$500,000.00

Target Market: N/A

Goods or Services: Services

Description of Agreement: Expansion of the City Year, Inc. Program - Intergovernmental Agreement

Agreement Start Date: January 1, 2016

Agreement End Date: December 31, 2016

Please submit one fully executed and redacted copy of the Signature Ordinance, Contract/Agreement, and the Economic Disclosure Summary (EDS). Please submit only single-sided hard copies. In addition, please check the link to ensure that the supplier is not on the debarred vendor list.

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

present to the City Council monthly reports on all City employees hired during the preceding quarter.

The Budget Director shall prepare and present to the City Council on the twentieth day of each month, or post online on a monthly basis, a report of the overtime compensation paid to employees during the preceding month, on a form to be prepared by the Committee on the Budget and Government Operations.

SECTION 8. Grant applications, expenditures of grant funds, and all other aspects of the grant process described in this section shall be carried out in adherence to City-wide policies and procedures established and administered by the Office of Budget and Management in consultation with the Department of Finance, pursuant to the Mayor's direction, and shall further be subject to the limitations of this section. These mandatory policies and procedures shall govern all city grants, including those authorized under any municipal code provision or uncodified ordinance.

Subject to such policies and procedures, the Mayor and the heads of the various departments and agencies of the City Government are authorized to apply for grants from governmental and private grantors. With respect to such grants, and also with respect to city funds appropriated for grants to third parties, the Mayor and the heads of the various departments and agencies are authorized to execute grant and subgrant agreements and amendments thereto to effectuate the purposes of such grants and appropriations; to indemnify the grantor with respect to the performance of the grant, subject to the approval of the Corporation Counsel; and to execute such documents, and provide such additional information, assurances and certifications as are necessary, in connection with any of the foregoing, all subject to the foregoing mandatory Office of Budget and Management policies and procedures.

**AGREEMENT EXTENDING THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO, ACTING THROUGH
ITS DEPARTMENT OF FAMILY AND SUPPORT SERVICES AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
FOR THE EXPANSION OF THE CITY YEAR, INC. PROGRAM**

This Agreement Extending the Intergovernmental Agreement for the Expansion of the City Year Program (the "Extension Agreement") is effective as of the 1st day of January, 2016 (the "Effective Date") by and between the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Family and Support Services (the "DFSS" or "City") and the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "Board" or "CPS").

RECITALS

WHEREAS, the City entered into the Intergovernmental Agreement for the Expansion of the City Year Program with the Board on January 1, 2015 (the "Agreement") to assist the Board by providing funds to expand the whole-school and targeted intervention services with City Year, Inc. in certain schools in high poverty neighborhoods throughout Chicago for an original term commencing January 1, 2015 and ending December 31, 2015; and

WHEREAS, pursuant to Section 3.02 of the Agreement, and by mutual agreement of the parties, the Agreement may be extended from time to time under the same terms and conditions, provided that adequate funding is available; and

WHEREAS, the parties agrees that the Scope of Services and the compensation to be paid to the Board for Services should be modified to cover the Extension Period as described herein.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the parties do hereby agree as follows:

ARTICLE ONE: INCORPORATION OF RECITALS; DEFINITIONS

A. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Extension Agreement.

B. **Definitions.** Capitalized terms used but not otherwise defined herein shall take the same meaning set forth in the Agreement.

ARTICLE TWO: EXTENSION OF TERM

The Agreement is hereby extended for a twelve (12) month period commencing January 1, 2016 and ending December 31, 2016 (the “Extension Period”), unless terminated sooner as specified in the Agreement.

ARTICLE THREE: SCOPE OF SERVICES

The parties agree that the Scope of Services during the Extension Period shall be as set forth in Exhibit A-1 attached hereto and incorporated herein, which replaces and supersedes Exhibit A of the Agreement.

ARTICLE FOUR: MAXIMUM COMPENSATION

The City, through the DFSS budget, has appropriated for 2016 and shall pay the Board for Services for the Extension Period an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00), as set forth in Exhibit B-1 attached hereto and incorporated herein, which replaces and supersedes Exhibit B of the Agreement. All other terms in the Agreement regarding compensation and payment remain in full force and effect during the Extension Period.

ARTICLE FIVE: AMENDMENT

The parties agree that Section 9.03, Amendments, is hereby amended to replace the title of the Board’s Chief Financial Officer with the Board’s Senior Vice President of Finance.

ARTICLE SIX: NO OTHER AMENDMENTS

Except as expressly provided in this Extension Agreement, all terms and conditions of the Agreement are and shall remain in full force and effect during the Extension Period.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has caused this Extension Agreement to be executed as of the date first written above.

BOARD OF EDUCATION OF
THE CITY OF CHICAGO

By: 

Ronald DeNard
Senior Vice President of Finance

Date: 12/13/16

CITY OF CHICAGO,
DEPARTMENT OF FAMILY AND
SUPPORT SERVICES

By: 

Lisa Morrison Butler
Commissioner

Date: 12/15/16

Approved as to legal form: 


Ronald L. Marmer, General Counsel

Attachments and Exhibits:

Exhibit A-1: Amended Scope of Services

Exhibit B-1: Amended Budget

EXHIBIT A-1

AMENDED SCOPE OF SERVICES FOR EXPANSION OF CITY YEAR, INC. SERVICES IN CHICAGO PUBLIC SCHOOLS

Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement, as modified and continued by this Extension Agreement.

I. Introduction

The Board's Office of College and Career Success, Student Support and Engagement, shall oversee the development and implementation of the expansion of services provided by City Year, Inc. ("City Year"), a third party vendor currently approved by the Board to facilitate whole-school and targeted intervention programming at 26 CPS schools during the 2016-17 school year. The City's Department of Family and Support Services ("DFSS") shall allocate \$500,000 to the Board to support City Year programming expansion project ("Expansion Project" or "Project"). Funding from DFSS will allow City Year and the Board to serve approximately 1,800 students and 26 schools in 2016-17, which is an increase of 95 students and 2 additional schools from the 2015-16 baseline. The Project will continue for a period from January 1, 2016 through December 31, 2016.

II. Project Design

A. City Year Background

City Year provides school-wide and targeted academic, attendance, and behavior supports in partner schools in high poverty neighborhoods. As a part of its partnership with AmeriCorps, City Year places cohorts of 8-12 trained Corp Members at each partner school for a full academic year to facilitate services focused on academic intervention, attendance support, and positive behavior supports ("Services").

i. City Year Program Model and Impact

City Year shall target 4th-10th grade students identified as being at-risk of not graduating high school to receive a continuum of Services to support their success in school and beyond. Unique aspects of the City Year program model include:

- a) Multi-Tiered Systems of Supports: Corp Members collaborate closely with school administrators and teachers to identify a "Focus List" of students in need of additional supports, and match students to targeted services.
- b) Differentiated Learning and Teacher Capacity: Corp Members work directly with teachers to differentiate instruction during the school day by leading 1:1 and small group learning sessions in English and Math.
- c) Expanded Learning Opportunities: In addition to in-school support, Corp Members coordinate and facilitate before-school and after-school programs to meaningfully extend learning beyond the school day.
- d) School Climate: Corp Members lead school-wide programs, such as family nights and attendance rallies, designed to improve the overall school climate.

- e) "Near Peer" Mentorship: Corp Members are a diverse group of young leaders, from 18-24 years old. They serve as positive role models and mentors who promote student engagement in school.
- f) Training: Corp Members receive a month of intensive training on research-based tutoring and classroom management practices prior to being placed in schools; they also receive ongoing professional development throughout the year.

ii. **Work History with the Board**

During the 2015-16 school year, City Year partnered with 24 CPS elementary and high schools, reaching approximately 1,705 4th-10th grade at-risk students through targeted initiatives focused on attendance, behavior, and academic support. The Board is currently working under a 3-year contract with City Year which runs through the 2016-2017 school-year.

B. Rationale of Expansion Project

- i. Studies show students who are at risk of dropping out can be identified as early as elementary school using three (3) early warning indicators: poor attendance, disruptive behavior, and course failure in Math and English. According to research on early warning indicators by Johns Hopkins University and the University of Chicago Consortium on Chicago School Research, a continuum of support from third grade through ninth grade would yield the greatest impact in preventing the high school drop-out crisis by providing supports during critical milestone years.
- ii. The project will also provide funding for Training and Development for approximately 230 AmeriCorps Members, increased staffing to provide support to AmeriCorps members in the delivery of the City Year Whole School Whole Child model to schools, and 20 service projects to up to 20 Chicago Public Schools. The service projects generally involve painting of schools (e.g., entire hallways, murals, or quotations); building small structures (e.g., benches, planting pots); or re-conceptualizing spaces (e.g., re-organizing a library). These projects involve Corp Members, and may involve students if they wish to volunteer to do so, but there is no requirement for a student to be involved. In addition, City Year is very mindful of the age level of students in planning out service projects - for example younger student volunteers would not participate in the building of the small structures.

iii. **Partnership Criteria**

The school partner list for the 2015-2016 academic year has been established between CPS and City Year. All partner schools meet the following criteria:

- a) Schools have a demonstrated need for City Year Services, as defined by having a high proportion of students at risk of dropping out based on early warning indicator data for academics (specifically Math and English), behavior, and attendance.

- b) Principal is willing and able to cover a portion of the cost of Services.
- c) Principals, teachers and other key school staff have demonstrated a commitment to actively collaborating with City Year to develop a customized implementation plan within the City Year program model.
- d) Elementary schools that are feeder schools to a City Year high school are prioritized.

III. CHICAGO PUBLIC SCHOOLS AND CITY YEAR DUTIES AND RESPONSIBILITIES

A. Staffing and Project Management

The CPS Office of College and Career Success, Student Support and Engagement, shall identify a Project Manager (“Project Manager”) to oversee the development and implementation of the proposed Project and all City Year Services. The Project Manager’s responsibilities will include, but will not be limited to: managing the contracting process between the Board and City Year; tracking accountability measures for the scope of the Project to ensure the City’s investment is having maximum reach and impact; and serving as a liaison between City Year, the Board, and the City.

B. Accountability

In the third party agreement between the Board and City Year, City Year and the Board shall be responsible for meeting the following accountability measures for all Services in all partner schools:

- i. City Year shall be responsible for tracking all Services provided at all partner schools, including whole school events, individual and small group interventions, and contact with parents/guardians (e.g. phone calls or home visits). City Year shall track Services through an internal database, and will share data extracts and reports with the Board on a quarterly reporting schedule:
 - At the end of each quarter, City Year data related to program implementation and outcomes for the program will be reviewed by City Year and the Board. These data will be based on a set of mutually agreed upon key performance indicators, and will include the following: Student outcomes in focus areas of attendance, behavior, and course performance against previously set, mutually agreed upon goals.
 - City Year will track school performance against goals for fidelity to City Year’s Conditions for Success, as well as a qualitative report summarizing program implementation for the quarter.
 - City Year will establish plans for next steps as a result of the above outcomes.

- ii. City Year will provide an end of year report analyzing the impact of all Services based on benchmarks set by previous years' program evaluations.
- iii. The data tracking and quarterly reporting metrics listed above will include students and schools served through the Project.

C. Budget Oversight

The Project Manager will oversee the budget and billing for all Project-related costs including, but not limited to, opening purchase orders, verifying the delivery of Services with school principals, and/or conducting site visits at partner schools. The Project Manager will ensure all funds are expended within the guidelines established through this Agreement before 12/31/16.

IV. DFSS'S DUTIES AND RESPONSIBILITIES

DFSS shall pay to CPS a maximum of \$500,000 to fund the Expansion Project.

- a. Services for the Expansion Costs will include:
 - i. Training and Development for up to 230 AmeriCorps members to deliver the City Year Whole School Whole Child (WSWC) model to 26 partner CPS schools (\$333,261.86) based on:
 - 1. Staff Salaries: (\$317,261.86)
 - 2. Rent and Supplies: (\$16,000)
 - ii. Additional Staff to support the growth of City Year to 26 Schools (\$115,070.93)
 - 1. Direct supervisors and support staff for new schools including a new Director of Impact Coaching, Impact Managers and a Director of Learning and Development (\$115,070.93)
 - iii. Labor and Materials Cost for 20 City Year Physical Service Projects in Chicago Public Schools: (\$108,238.00) based on:
 - 1. Cost Breakdown:
 - a. 2260 hours of Prep and Labor Value at \$22.55/hour for a total cost of \$50,963
 - b. Materials and supplies for 20 projects at up to 20 Chicago Public Schools for a total cost of \$57,275

Although the dollar amounts reflected which are the projected costs for the Services are more than \$500,000, the amount of funding provided by DFSS shall not exceed \$500,000.

EXHIBIT B-1

AMENDED BUDGET FOR EXPANSION OF CITY YEAR, INC. SERVICES IN CHICAGO PUBLIC SCHOOLS

Program Cost and Reimbursement Totals: DFSS will reimburse the Board for programmatic expenses as outlined in the Scope of Services paid by the Board. DFSS shall reimburse the Board up to but not in excess of \$500,000 based on the following programmatic allocation costs. The Board (and associated schools) shall be responsible for all costs for the implementation of the programming in excess of the DFSS allocation.

Schools	Grades Served	Number of CMs	Cost per CM	Total City Year Team Cost	Funding from Central Office (OCCS)	Funding from School	DFSS Funding
Bradwell	K-8	9	\$ 12,000.00	\$ 108,000.00	\$ 48,800.00	\$ 48,000.00	\$ 19,230.77
Fuller	K-8	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ -	\$ 19,230.77
Howe	K-8	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 48,000.00	\$ 19,230.77
McNair	K-8	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 48,000.00	\$ 19,230.77
O'Keeffe	K-8	10	\$ 12,000.00	\$ 120,000.00	\$ 54,222.22	\$ 60,000.00	\$ 19,230.77
Piccolo	K-8	9	\$ 12,000.00	\$ 108,000.00	\$ 48,800.00	\$ 48,000.00	\$ 19,230.77
Sherman	K-8	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ -	\$ 19,230.77
Chalmers	K-8	9	\$ 12,000.00	\$ 108,000.00	\$ 48,800.00	\$ 48,000.00	\$ 19,230.77
Collins	High School	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 48,000.00	\$ 19,230.77
Dvorak	K-8	9	\$ 12,000.00	\$ 108,000.00	\$ 48,800.00	\$ 54,000.00	\$ 19,230.77
Herzl	K-8	9	\$ 12,000.00	\$ 108,000.00	\$ 48,800.00	\$ 48,000.00	\$ 19,230.77
Johnson	K-8	9	\$ 12,000.00	\$ 108,000.00	\$ 48,800.00	\$ 48,000.00	\$ 19,230.77
Langford	K-8	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 48,000.00	\$ 19,230.77
Marquette	K-8	10	\$ 12,000.00	\$ 120,000.00	\$ 54,222.22	\$ 60,000.00	\$ 19,230.77
Gage Park	High School	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ -	\$ 19,230.77
John Hope	High School	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ -	\$ 19,230.77
Kozminski	K-8	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 48,000.00	\$ 19,230.77
Nicholson	K-8	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 48,000.00	\$ 19,230.77
Schurz	High School	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 24,000.00	\$ 19,230.77
Sullivan	High School	9	\$ 12,000.00	\$ 108,000.00	\$ 48,800.00	\$ 48,000.00	\$ 19,230.77
Curtis	K-8	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 48,000.00	\$ 19,230.77
Deneen	K-8	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 48,000.00	\$ 19,230.77
Dulles	K-8	12	\$ 12,000.00	\$ 144,000.00	\$ 65,066.67	\$ 66,000.00	\$ 19,230.77
Kelvyn Park	High School	10	\$ 12,000.00	\$ 120,000.00	\$ 54,222.22	\$ 24,000.00	\$ 19,230.77
Phillips	High School	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 48,000.00	\$ 19,230.76
Stagg	K-8	8	\$ 12,000.00	\$ 96,000.00	\$ 43,377.78	\$ 48,000.00	\$ 19,230.76
Total		231	\$12,000	\$2,700,000	\$1,220,000	\$1,056,000	\$ 500,000.00